IN-GJ72268039982166Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ72268039982166Y
Certificate Issued Date	:	24-Sep-2026 03:00 PM
Account Reference	:	CSCACC (GV)/ gjcsceg07/ GJ-AHSHA1039/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJCSCEG0732490265737820Y
Purchased by	:	INTERACTIVE FINANCIAL SERVICES LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	RIGHTS ISSUE ACCOUNT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	INTERACTIVE FINANCIAL SERVICES LIMITED
Second Party	:	AXIS BANK LIMITED
Stamp Duty Paid By	:	INTERACTIVE FINANCIAL SERVICES LIMITED
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

AXIS BANK LTD * CHETTHOUT BRANCH * AXIS BANK LTD

INTERACTIVE FINANCIAL SERVICES LIMITED

GJSHAAYU1039U Ahmedabad CSC VLE

Bigshare Services Private Limited

FH 0019587042

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

October 10, 2026

RIGHTS ISSUE ACCOUNT AGREEMENT

AMONGST
INTERACTIVE FINANCIAL SERVICES LIMITED
(ISSUER COMPANY)

AND

AXIS BANK LTD
(RIGHTS ISSUE BANK/BANKERS TO ISSUE)

AND

BIGSHARE SERVICES PRIVATE LIMITED
(REGISTRAR TO THE ISSUE)

THIS **RIGHTS ISSUE ACCOUNT AGREEMENT ("Agreement")** is entered into on October 10, 2026 at Ahmedabad between:

INTERACTIVE FINANCIAL SERVICES LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 508, Fifth Floor, Priviera, Nehru Nagar, Manekbag, Ahmedabad-380015, Gujarat, India (hereinafter referred to as **"Issuer Company"**); which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and Permitted Assigns; and

AXIS BANK LTD, a company incorporated under Companies Act and licensed as a bank under the Banking Regulation Act, 1949 having its registered office at Ground & First Floor, Westport, Near Taj Hotel, Sindhu Bhavan Road, Shilaj, Ahmedabad, Gujarat, 380059 and acting for the purpose of this agreement through its branch situated at [*] (herein after referred as **"Axis Bank/Banker to the Issue/Rights Issue Bank"**) which expression shall unless, it be repugnant to the context or meaning, deem to mean and include its successors and permitted assigns; and

BIGSHARE SERVICES PRIVATE LIMITED a company incorporated under the provisions of Companies Act, 1956 having its registered office at Office No S6-2, 6th floor Pinnacle Business Park, next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, Maharashtra (hereinafter referred to as **"Registrar"**); and

In this Agreement:

(i) **AXIS BANK LTD** hereinafter referred to as the **"Rights Issue Bank/Banker to Issue"**

(ii) The Company the Registrar and the Rights Issue Bank are together referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS

(A) The Company proposes to issue the Company's Equity Shares of face value of Rs 10/- each ("Equity Shares") through **Rights Issue of [•] Rights Equity Shares, for an amount aggregating to ₹ 6200/- lakhs (assuming full subscription) at a Rights Issue Price: ₹ [•]/ - per equity share at par** to be allotted by the Company (the "Issue Shares") in accordance with the requirements of the Companies Act, 2013 (to the extent notified) the SEBI (ICDR) Regulations, 2018 as amended from time to time and other applicable laws to persons resident in India (including Indian nationals resident in India who are majors, Hindu Undivided Families, Companies, Corporate Bodies and Societies registered under the applicable laws in India and authorized to invest in shares, Indian Mutual Funds registered with the SEBI, Indian financial institutions, commercial banks and regional rural banks, co-operative banks (subject to RBI permission), Trusts (registered under Societies Registration Act, 1860, or any other Trust law and are authorized under their constitution to hold and invest in shares) and to NRIs and FIIs as defined under the Indian Laws and other eligible foreign investors. The Equity Shares have not been and will not be registered

under the U.S. Securities Act of 1933, (the "**Securities Act**") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulations under the Securities Act). Accordingly, the Equity Shares will be offered and sold only outside the United States in compliance with Regulation S of the Securities Act and the applicable laws of the jurisdiction where those offers and sales occur.

(B) The Issue of equity shares shall be conducted in accordance with the provisions of SEBI ICDR Regulations, 2018 and are to be offered at the Issue Price of **Rs. [•] per share i.e. at par.**

(C) The Issue has been authorized by a resolution of Company's Board dated **September 09, 2026**

(D) The Company has filed Draft Letter of Offer with the BSE Limited ("BSE") on September 14, 2026.

(E) Accordingly, in order to enable the collection, appropriation and refund of monies in relation to the Issue and certain other matters related thereto, the Company, has agreed to appoint the Rights Issue Bank on the terms set out in this Agreement.

(F) The Parties hereto have agreed to enter into and be bound by the terms and conditions in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 All capitalized terms used in this Agreement, including the preamble and the recitals hereto shall, unless the context otherwise requires, have the meanings assigned to such terms below:

"**Affiliate**" shall mean with respect to any person; (a) any person that directly, or indirectly through one or more intermediaries, control or are controlled by, or are under common control with such person; (b) any persons over whom such person has a significant influence on which has significant influence over such person , provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than control over those policies and that the shareholders beneficially holding a 10% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company , subsidiary or joint venture counterparty of any person in(a) or (b). As used in this definition of Affiliate, the term "control" (including means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

"**Agreement**" shall have the meaning assigned to such term in the preamble hereto;

"**Allotted**" or "**Allotment**" or "**Allot**" means the issue and allotment of the Issue Shares pursuant to the Issue;

"**Applicant**" shall mean any prospective purchaser who has made an Application in accordance with the Draft Letter of Offer and/or the Letter of Offer

"**Application**" shall mean an indication to make an application during the Application Period by a prospective investor to subscribe to the Issue at the Issue Price, including all revisions and modifications thereto.

"**Application Amount**" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Issue.

"**Application Form**" shall mean the form in terms of which the Applicant shall make an application to subscribe to the Issue and which will be considered as the application for Allotment of the Equity Shares in terms of the Draft Letter of Offer and/or the Letter of Offer.

"**Application/Issue Opening Date**" shall mean any such date on which the Collection Banker(s) shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a Regional newspaper.

"**Application/Issue Closing Date**" shall mean any such date on completion of the application hours after which the Collection Banker(s) will not accept any Applications for the Issue, which shall be notified in a widely circulated English national newspaper and a Hindi national newspaper and a Regional newspaper.

"**Application Period**" shall mean the period between the Application Opening Date and the Application Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.

"**Application Supported by Blocked Amount**" or "**ASBA**" means the application (whether physical or electronic) used by an ASBA Applicant to make an application authorizing an SCSB to block the Application Amount in their specified bank account maintained with an SCSB;

"**ASBA Applicant**" means any Applicant which intends to apply through an ASBA;

"**Associate Entity(ies)**" means the Company's associate(s) as defined under Accounting Standard 18 issued by the Council of the Institute of Chartered Accountants of India;

"**Banker to the Issue**" means the bank which is clearing member and registered with the SEBI as Banker(s) to the Issue with which Rights Issue account shall be opened, AXIS BANK LIMITED for the purposes of this Issue;

"**Banking Hours**" means in respect of Banker to Issue/Rights Issue Bank, their working hours at Mumbai and/or New Delhi, India;

"**Beneficiaries**" shall, in the first instance, mean the Applicants (other than the ASBA Applicants), whose ASBA Application Forms have been accepted and Application Amounts paid into the Banker to Issue/Rights Issue Bank and in the second instance, the Company, in accordance with the provisions of Section 3.2 of this Agreement;

"**Board**" or "**Board of Directors**" means Board of Directors of Interactive Financial Services Limited unless otherwise specified;

"**BSE**" means the BSE Limited;

"**Closing Date**" means the date of Allotment of the Issue Shares by the Company;

"**Collection Centres**" means those branches of the Rights Issue Bank where ASBA collection form can be collected;

"**Companies Act**" Unless specified otherwise, this would imply to the provisions of the Companies Act, 2013 (to the extent notified) and /or Provisions of Companies Act, 1956 w.r.t. the sections which have not yet been replaced by the Companies Act, 2013 through any official notification.

"**Company**" shall have the meaning assigned to such term in the preamble hereto;

"**Control**" shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended from time to time

"**Controlling**" and "**Controlled**" shall be construed accordingly;

"**Correspondent Bank(s)**" shall have the meaning assigned to such term in Section 2.7 hereto;

"**Designated Date**" Designated date means the date on which fund transfer instructions will be released to the controlling branches of SCSB's upon approval of basis of allotment by designated Stock exchange, NSE, following which the Board of Directors shall allot/credit the equity shares to successful applicants.

"**Designated Stock Exchange**" means the BSE, for the purposes of the Issue;

"**Draft Letter of Offer**" shall mean the Draft Letter of Offer dated September 14, 2026 of the Company which was filed with BSE, for getting an approval letter;

"**Eligible NRI**" means a Non-Resident Indian in a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the Draft Letter of Offer and/or the Letter of Offer will constitute an invitation to subscribe to the Issue Shares;

"**Equity Shares**" shall have the meaning assigned to such term in the recitals hereto;

"**FEMA**" means the Foreign Exchange Management Act, 1999, together with the rules and regulations framed there under;

"**FII**" means a Foreign Institutional Investor, as defined under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, as registered with SEBI;

"**Group Entities**" means the entities identified as Group Entities in the Draft Letter of Offer and/or the Letter of Offer

"**ICDR Regulations**" or "**SEBI ICDR Regulations**" means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time and any other applicable law, rule, regulation or direction issued by SEBI.

"**AXIS BANK LTD**" shall have the meaning assigned to such term in the preamble hereto;

"**Issue**" shall have the meaning assigned to such term in the recitals hereto;

"**Issue Price**" means Rs. **[•]**/- per equity share of face value Rs. 10/- each fully paid up.

"**Issue Shares**" shall have the meaning assigned to such term in the recitals hereto;

"**Issue Agreement**" shall have the meaning assigned to such term in the recitals hereto:

"**Masters**" shall have the meaning assigned to such term in Section 3.2.4.5 hereto;

"**Non-Institutional Applicants**" shall mean all Applicants, including sub-accounts of FIIs registered with the SEBI which are foreign corporate or foreign individuals, that are not Qualified Institutional Buyers or Retail Individual Applicants and who have placed Applications for Equity Shares for an amount higher than Rs. 2,00,000/-;

"**Non-Institutional Portion**" means such number of Equity Shares in multiples of 3,000 Equity Shares such that the Application Value exceeds Rs. 2,00,000/-;

"**NRI**" or "**Non-Resident Indian**" means a person resident outside India as defined under FEMA and who is a citizen of India or a person of Indian origin, as defined under the Foreign Exchange Management (Deposit) Regulations, 2000;

"**Parties**" or "**Party**" shall have the meaning assigned to such term in the preamble hereto;

"**Permitted Assign**" mean such persons as are specified in Section 17 hereto;

"Promoters" means the entities identified as the Promoters in the Draft Letter of Offer and/or the Letter of Offer

"Promoter Group" means the persons and entities identified as the Promoter Group in the Draft Letter of Offer and/or the Letter of Offer

"**Letter of Offer**" shall mean the Letter of Offer of the Company which will be filed with BSE / SEBI/ ROC and others in accordance with Section 26 of the Companies Act, 2013 before opening the issue.

"**Rights Issue Account**" means the accounts opened with the Banker(s) to the Issue to receive monies from the accounts held with the SCSBs by the ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013 in this case being AXIS BANK LTD;

"**Qualified Institutional Buyers**" or "**QIBs**" shall have the meaning given to such term under the ICDR Regulations;

"**RBI**" means the Reserve Bank of India;

"**Registrar**" shall have the meaning assigned to such term in the preamble hereto;

"**Regulations**" shall have the meaning assigned to such term in the recitals hereto;

"**Retail Individual Applicants**" means individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than or equal to Rs. 2,00,000, in any of the application options in the Issue;

"**ROC**" shall have the meaning assigned to such term in the recitals hereto;

"**SCSB**" or "**Self-Certified Syndicate Bank**" means the banks which are registered with SEBI under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994 and offer services of ASBA, including blocking of bank account, a list of which is available at http://www.sebi.gov.in/pmd/scsb.pdf;

"**SEBI**" shall have the meaning assigned to such term in the recitals hereto;

"**Stock Exchange**" means the BSE Limited;

"**U.S. Securities Act**" shall have the meaning assigned to such term in the recitals hereto; and

"**Working Day**" shall mean any day, other than 2nd and 4th Saturday of the month, Sundays or public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all days excluding Sundays and bank holidays in accordance with the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 read with circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016.

1.2 In this Agreement, unless the context otherwise requires:

(a) words denoting the singular shall include the plural and vice versa.

(b) headings are only for convenience and shall be ignored for the purposes of interpretation;

(c) references to the word "include" or "including" shall be construed without limitation;

(d) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, notated or supplemented;

(e) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;

(f) reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or Permitted Assigns;

(g) unless otherwise defined the reference to "days" shall be construed as references to calendar days

(h) a reference to a section, paragraph or annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement; and

(i) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(k) references to "**Rupees**" and "**Rs.**" are references to the lawful currency of the Republic of India.

1.3 The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

2. RIGHTS ISSUE BANKS AND RIGHTS ISSUE ACCOUNTS

2.1 The banker to the issue hereby agrees to act as the Rights Issue bank, as the case may be, in relation to the Issue in order to enable the completion of the Issue in accordance with the process specified in this Agreement. The duties, responsibilities and liabilities of the Rights Issue Banks mentioned in this Agreement shall be related to the operation of the respective Rights Issue Account to be opened and maintained by the respective Rights Issue Banks, which will include their duties, responsibilities and liabilities as the Rights Issue Account, as applicable, in accordance with this Agreement and no provision of this Agreement will constitute any obligation on the part of any of the Rights Issue Banks to comply with the applicable instructions prescribed under the ICDR Regulations in relation to any application monies blocked pursuant to an ASBA.

2.2 Simultaneously with the execution of this Agreement, the Rights Issue Account, which shall be established by the Company, shall be opened with AXIS BANK LTD. The Rights Issue Account shall be designated as **"INTERACTIVE FINANCIAL SERVICES LIMITED- Rights Issue Account"**

2.3 The Rights Issue Bank shall not have or create any lien on, encumbrance or other right to the amounts standing to the credit of the Rights Issue account nor have any right to set off against such amount any other amount claimed by the Rights issue Bank against any person.

2.4 The operation of the Rights Issue Account by the Rights Issue Bank shall be strictly in accordance with the terms of this Agreement. The Rights Issue Account shall not have cheque drawing facilities and deposits into and withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Section 3 of this Agreement.

2.5 The Rights Issue Bank hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest in the amounts lying to the credit of the Rights Issue Account, respectively, and that such amounts shall be applied in accordance with the provisions of this Agreement and any instructions issued in terms thereof.

2.6 The obligations of the Banker(s) to the Issue under this section 2 shall apply also to all Correspondent Banks appointed by them and each Banker to the Issue shall ensure that the respective Correspondent Bank(s) appointed by each of them shall comply and adhere to the obligations stated in this Agreement.

2.7 The Rights Issue Bank shall comply, and shall ensure compliance by its respective Correspondent Banks, if any, with all the terms and conditions of this Agreement and all directives or instructions issued by SEBI or any other regulatory authority, the Company and the Registrar, in connection with its responsibilities as an Rights Issue Bank under this Agreement,.

3. OPERATION OF THE RIGHTS ISSUE ACCOUNTS

3.1 Deposits into the Rights Issue Accounts

3.1.1 The Rights Issue Bank(s) agree that, in terms of the SEBI ICDR Regulations, as amended, ASBA shall be mandatory for all investors participating in the Offer.

3.2.1 ***Failure of the Issue***

3.2.1.1 The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:

i the Issue Opening Date not taking place for any reason;

(i) the Issue becoming illegal or being injected or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;

(ii) the declaration of the intention of the Company to withdraw and/or cancel the Issue at any time after the Issue Opening Date and before the Designated Date;

(iii) failure to enter into the Underwriting Agreement or the Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Rights Issue Account in accordance with the terms of Section 3.2.3 of this Agreement;

3.2.1.2 The Company shall, on the receipt of the relevant information intimate in writing to the Rights Issue Banks, and the Registrar (specified in **Annexure G** hereto) of the occurrence of any event specified in Section 3.2.1.1 of this Agreement. Upon intimation by the Company, the respective SCSBs shall on same day or no later than one working day from receipt of written intimation from the Company shall unblock the amount and send all the application with them to the registrar for their further action.

3.2.1.3 The Bankers to the Issue shall be discharged of all their legal obligations under this Agreement only if they have acted *bona fide* and in good faith and in accordance with the terms of this Agreement.

3.2.2 *Events other than failure of the Issue*

In the event that the listing of the Equity Shares does not occur in the manner described in the Letter of Offer, the Company shall intimate Rights Issue bank and the Rights issue bank

shall transfer the funds from Rights Issue account as per the written instruction (Specified in **Annexure H**) from the Company and the Registrar for payment to the beneficiary bidders.

If the Issuer fails to make application to the Stock Exchange(s) or obtain permission for listing of the Equity Shares, in accordance with the provisions of Section 40 of the Companies Act, 2013, the Issuer shall be imposed to penalty as per the provisions of the above mentioned section.

3.2.3 *Completion of the Issue*

3.2.3.1 The Company shall after filing of the Letter of Offer with the Designated Stock Exchange intimate in writing in the prescribed form (specified in **Annexure A1** hereto), the Issue Opening Date to the Banker(s) to the Issue and the Registrar at least 2 business days prior to such Issue Opening Date.

3.2.3.2 The Registrar shall, on or prior to the Designated Date, shall issue the instructions to SCSBs for blocking and unblocking of ASBA Accounts. The amounts to be transferred to the Rights Issue Account by the SCSBs represent Applications that have received confirmed allocation in respect of the Equity Shares in the Issue.

3.2.3.3 Provided, however, that notwithstanding anything stated in this Agreement, the Company hereby agrees that they shall take all necessary actions to ensure that the amount representing the registrar fees, advisory fees and other Rights Issue related expenses payable by the Company to various intermediaries (as applicable and as specified in writing in the prescribed form (specified in **Annexure A2**) shall be paid immediately upon receipt of listing and trading approvals in respect of the Issue from the Rights Issue Account.

3.2.3.4 In respect of the amounts lying to the credit of the Rights Issue Account, the following specific provisions shall be applicable:

(i) The Company agrees that it will retain a minimum amount upto the outstanding fees towards the and other intermediary fees ,if any, payable by the Company to various intermediaries (as applicable) in the Rights Issue Account until a copy of the instructions as per **Annexure A2** are delivered to the Banker(s) to the Issue. Provided further that this amount is to be maintained in the Rights Issue account opened with **AXIS BANK LTD.**

(ii) The Banker(s) to the Issue shall at all times, until instructions as per **Annexure A2** are received by them, retain an amount up to Rs. [•] (Rupees [•] only) towards issue expenses as mentioned in the Letter of Offer, the amount representing the registrar fees, advisory fees and other Rights Issue related expenses payable by the Company to various intermediaries (as applicable) in the Rights Issue Account and shall not act on any other instructions to the contrary by any person including the Company.

(iii) The Company shall, following the receipt of the listing and trading approvals, provide AXIS BANK LTD, in the prescribed form (specified in **Annexure A2** hereto), instructions stating the details of the payment towards the amount representing the registrar fees, advisory fees and other Rights Issue related expenses payable by the Company to various intermediaries (as applicable).

(iv) The instructions in form of **Annexure A2** issued by the Company shall be binding on the Banker(s) to the Issue irrespective of any contrary claim or instructions from any party including the Company.

(v) This provision is an irrevocable instruction from the Company to the Banker(s) to the Issue to debit the Rights Issue Account as per the details contained in **Annexure A2**.

(vi) The Company shall have the right, [subject to listing and trading approvals and subject to the Banker(s) receiving a No Objection Certificate in the prescribed format (as specified in **Annexure A3**) from the Company] to give specific instructions as per **Annexure B2** to the Banker(s) to make payment to specific parties prior to release of funds to the company from the Rights issue account. The instructions in form of **Annexure B2** issued by the Company shall be binding on the Banker(s) to the Issue irrespective of any contrary claim or instructions from any party. The amount in **Annexure B2** will not exceed the amount in the Rights issue account after keeping aside the amount mentioned in **Annexure A2**. This provision is an irrevocable instruction from the Company to the Banker(s) to the Issue to debit the Rights Issue Account as per the details contained in **Annexure B2**. The written instructions as per **Annexure B2** shall be valid instructions if signed by the persons named in **Annexure F2** and

(vii) whose specimen signatures are contained herein.

(viii) AXIS BANK LTD shall not accept any instructions from the company for release of funds from Rights Issue Account to any other account until they receive a No Objection Certificate in the prescribed format (specified in **Annexure A3**) from the Registrar and a copy of the listing and trading approvals from the Stock Exchange.

(ix) The written instructions as per **Annexure A2** and **Annexure A3** shall be valid instructions if signed by the persons named in **Annexure F1** and whose specimen signatures are contained herein.

[Following the payment of all amounts as specified in **Annexure A2** and **Annexure B2**, the Company shall have full recourse to any balance amounts remaining in the Rights Issue Account.]

3.2.3.5 The Rights Issue Banks shall not be responsible for any claim by any Beneficiary, the Company or any other person for fraudulent encashment through pilferage, alteration, forgery, duplication, or presentment through wrong bank

3.2.3.6 *Closure of the Rights Issue Account*
AXIS BANK LTD shall take the steps necessary to ensure closure of the Rights Issue Account promptly after all money in the Rights Issue Account is transferred or the Surplus Amount is transferred as specified in accordance with the terms of this Agreement.

4. DUTIES OF THE REGISTRAR

The Parties hereto agree that the duties and responsibilities of the Registrar shall include, without limitation, the following:

4.1 The Registrar shall at all times carry out its obligations hereunder diligently and in good faith.

4.2 The Registrar shall comply with the provisions of the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015, dated November 10, 2015.

4.3 The Registrar shall maintain accurately electronic records relating to the ASBA Application Forms received from the SCSBs, as the case may be, including, without limitation, the following:

i the Applications registered with the Rights Issue Bank in respect of the Issue as made available by the stock exchange;
(i) particulars relating to the allocation and Allotment of the Issue Shares for the Issue;
(ii) particulars relating to the monies to be transferred to the Rights Issue Account in accordance with the terms of this Agreement, the Draft Letter of Offer, Letter of Offer, the ICDR Regulations and the Companies Act;

4.4 The Registrar shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the basis of Allotment by the Designated Stock Exchange, proper Allotment of the Issue Shares a including providing the Rights Issue Banks with the details of the monies extending all support in obtaining the final trading and listing approval of the Equity Shares within timelines from the approval of the Basis of Allotment.

4.5 The Registrar shall, on or prior to the Designated Date, shall issue the instructions to SCSBs for blocking and unblocking of ASBA Accounts. The amounts to be transferred to the Rights Issue Account by the SCSBs represent Applications that have received confirmed allocation in respect of the Equity Shares in the Issue.

The Registrar shall be solely responsible and liable for failure to perform its duties and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue. The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.

4.6 Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:

(i) failure by the Registrar to perform any obligation imposed on it under this Agreement or otherwise;
(ii) rejection of Applications due to incorrect bank/branch account details and non-furnishing of information regarding the Applicant available with the Registrar; and
(iii) misuse of scanned signatures of the authorized signatories of the Registrar,

in each case, which may result in a claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Rights Issue Banks or any other Parties.

4.7 The Registrar shall use its best efforts while processing all electronic Applications to separate eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Draft Letter of Offer / Letter of Offer, or for any other reasons that comes to the knowledge of the Registrar.

4.8 The Registrar shall act in accordance with the instructions of the Company and applicable SEBI ICDR Regulations and other applicable laws and regulations. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company.

4.9 The Registrar shall be solely responsible for promptly and accurately uploading Applications to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved basis of Allotment by the Designated Stock Exchange.

4.10 The Registrar agrees that, upon expiry/termination of this Agreement, it shall (i) immediately destroy or deliver to the Rights Issue Bank, without retaining any copies in either case, all property of the respective Rights Issue Banks including all documents and any/all data which is in the possession/custody/control of the Registrar, and (ii) confirm in writing to the Rights Issue Banks that it has duly destroyed and/or returned all such property and materials in accordance with this Section.

6. DUTIES AND RESPONSIBILITIES OF THE BANKERS TO THE ISSUE

6.1 Other than as expressly set forth in the ICDR Regulations and any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of any of the Rights Issue Banks to comply with the applicable instructions in relation to the application money blocked under the ASBA process.

6.2 The Parties hereto agree that the duties and responsibilities of the Rights Issue Banks shall include, without limitation, the following:

i The duties of the Rights Issue Banks are as expressly set out in this Agreement. The Rights Issue Banks (and their Correspondent Bank(s), if any) shall at all times carry out their obligations hereunder diligently and in good faith

The Rights Issue Banks shall accept the Application Forms from the Applicants on all working days.

(i) The Rights Issue Banks shall not accept the Application Amounts and the Application Forms from the Applicants at any time later than as specified from the Application Closing Date. The Rights Issue Banks shall keep a record of such Application Amounts and the Application Forms;

(ii) The Rights Issue Banks shall promptly and no later than one (1) working day from receipt, which shall be completed within timelines after the Application Closing Date, forward all Application Forms to the Registrar;

(iii) In the event of the failure of the Issue, the Rights Issue Bank shall make payments in accordance with Section 3.2.1.3 of this Agreement;

(iv) The Rights Issue Bank shall not exercise any lien over the monies deposited with them, and shall hold the monies therein for the Beneficiaries;

(v) The Rights Issue Bank shall maintain verifiable records of the date and time of forwarding/handing over of the applications, bank schedules, and final certificates to the Registrar;

(vi) The Rights Issue Bank must accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to the Application Forms and the Application Amounts deposited by the Applicants;

(vii) The Rights Issue Bank shall deliver the final certificates in respect of the Retail Portion and Non-Institutional Portion within timelines after the Application Closing Date to the Registrar or such other date as may be communicated to them by the Company;

(viii) The Rights Issue Banks shall also perform all the duties enumerated in their respective letters of engagement. In the event of any conflict between the provisions of the respective letters of engagement of the Rights Issue Banks and the provisions of this Agreement, the provisions of this Agreement shall prevail;

(ix) The Rights Issue Banks shall cooperate with each Party in addressing investor complaints

6.3 Save and except for the terms and conditions of this Agreement, the Rights Issue Banks shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement to which they are not a party.

6.4 The Rights Issue Banks shall act upon any written instructions of (i) the Company intimating occurrence of the relevant events contemplated in Section 3.2.1 of this Agreement and (ii) the Registrar in relation to amounts to be transferred from the Rights Issue Accounts. The Rights Issue Banks will be entitled to act on instructions received from the Manager and/or the Registrar through facsimile or e-mail, notwithstanding the fact that the signatures on facsimile instructions cannot be authenticated. The Rights Issue Bank shall ensure that it's Correspondent Bank(s), if any, act promptly on the receipt of such information/instruction within the time periods specified in this Agreement.

6.5 The Rights Issue Banks shall act in good faith, in pursuance of the written instructions of, or information provided by the Registrar. The Rights Issue Banks shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement.

6.6 The Rights Issue Bank shall, and shall ensure that its Correspondent Bank(s), if any, shall, act in accordance with this Agreement.

6.7 The parties agree that the obligations of the Rights Issue Banks shall be limited to the terms and conditions as mentioned herein and no further implied duties or obligations shall be cast on the Banker to the Offer.

6.8 The Rights Issue Bank is not responsible to track or monitor any event, act or omission of any parties under this Agreement and the Banker to the Offer's sole responsibility shall be to execute the written instruction of the Party in capacity as an escrow agent.

6.9 In respect of any communications that are to be provided by the parties to the Rights Issue Bank in accordance with this transaction, the Rights Issue Bank shall be entitled to rely upon the contents of such communications as being true and the Rights Issue Bank shall not be liable to any party in the event of the contents of such communications being false or incorrect in any manner whatsoever.

6.10 Any act to be done by the Rights Issue Bank shall be done only on a Business Day, during banking business hours, at [Mumbai, India] and in the event that any day on which the Rights Issue Bank is required to do an act, under the terms of this Agreement, is a day on which

banking business is not, or cannot for any reason be conducted, then the Rights Issue Bank shall do those acts on the next succeeding Business Day.

6.11 The Rights Issue Bank shall not be liable or responsible for any delay in performing or non-performance of its functions by reason of any statutory approval or consent not having been obtained prior to the time for such performance.

6.12 The Rights Issue Bank/Banker to the Issue is hereby authorized to comply with and obey all statutory notices, notices issued by regulatory authority, orders, judgments, decrees or writs entered or issued by any court, and in the event Rights Issue Bank/Banker to the Issue obeys or complies with any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to the parties to this agreement by such reason of compliance, notwithstanding that it shall subsequently (after such compliance) be determined that any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ is issued without jurisdiction or is invalid for any reason or is subsequently (after such compliance) reversed, modified, annulled or vacated.

6.13 The Parties agree that Rights Issue Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

7.1 The Company agrees to the following:

(i) The Company shall use its best efforts to ensure that the Registrar addresses all investor complaints or grievances arising out of any Application; and

(ii) The Company and the Registrar shall comply with the terms of this Agreement, the Draft Letter of Offer, Letter of Offer, the SEBI (ICDR) Regulations, FEMA and all rules, regulations and guidelines issued there under and any other applicable law, rules, regulations or guidelines and all directives or instructions issued by SEBI or any other regulatory authority in connection with the Issue. The Company shall be responsible and liable for any failure on its part to perform duties as set out in this Agreement.

(iii) The Company shall file the Letter of Offer with the Stock Exchange(s) as soon as practicable.

7.2 The Company shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement.

8. TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the Rights Issue Banks, the Correspondent Bank(s), if any, and the Registrar of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

9. REPRESENTATIONS AND WARRANTIES AND COVENANTS

9.1 The Company represents, warrants, undertakes and covenants to the Rights Issue Banks, and the Registrar that:

i This Agreement constitutes a valid, legal and binding obligation of the Company and is enforceable against the Company in accordance with the terms hereof;

(i) The execution, delivery and performance of this Agreement and any other document related hereto by the Company have been duly authorized and do not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority, (b) the organizational documents of the Company, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;

(ii) No mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created or exist over the Rights Issue Account, or the monies deposited therein; and

(iii) The Company shall not have recourse to any proceeds of the Issue, including any amounts in the Rights Issue Account, until the final listing and trading approvals from the Stock Exchanges have been obtained.

9.2 The Rights Issue Banks and the Registrar represents, warrants, undertakes and covenants (severally and not jointly) to each other and to the Company that:

(i) This Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;

(ii) The execution, delivery and performance of this Agreement and any other document related thereto by such Party has been duly authorized and does not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority, (b) the organizational documents of such Party, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets; and

(iii) No mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created by it over the Rights Issue Account, or the monies deposited therein, other than as specified in this Agreement.

9.3 The Rights Issue Bank represents, warrants, undertakes and covenants to the Manager and the Company that SEBI has granted such Rights Issue Bank a certificate of registration to act as Banker to the Issue in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations 1994, and such certificate is, and until completion of the Issue, will be, valid and in existence, and that it is, and until completion of this Issue, will be, entitled to carry on business as Banker to the Issue under all applicable laws

9.4 The Rights Issue Bank hereby represents that it and its Correspondent Bank(s), if any, have the necessary competence, facilities and infrastructure to act as Banker to Issue as applicable, and discharge their duties and obligations under this Agreement

9.5 The Company and Registrar acknowledge that the Rights Issue Bank has agreed to open the said Account/s based on their representation that they have obtained all the necessary consents, approvals and licenses to enter into this transaction and for the Rights Issue Banks to perform their functions as mentioned in this Agreement. The Companyand the Registrar do hereby indemnify and agree to keep indemnified and hold harmless the Rights Issue Bank from and against all loss, damage and expense suffered or incurred by the Rights Issue Banks by reason of their representation and warranty being incorrect or untrue.

10. **The Parties shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by Rights Issue Bank/Banker to Issue as mutually agreed and such other out of pocket expenses as are claimed by the Rights Issue Bank/Banker to Issue (collectively, the "Fees") in connection with the Account.**
Notwithstanding anything contained in this Agreement, in the event that Rights Issue Bank/Banker to Issue is not paid its fees within 15 days of execution of this Agreement, the Rights Issue Bank/Banker to Issue shall have a right to set-off any amount lying available or to be deposited in the Account to recover or realize its fee or charges or any part thereof without the written instruction of the transacting parties.

11. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein, the Rights Issue Bank/Banker to Issue shall not be liable for any indirect, incidental, consequential or exemplary losses, liabilities, claims, actions or damages suffered by the other Parties.

The Rights Issue Bank/Banker to Issue shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or contravention of this Agreement by any of the other Parties or any other person.

12. INDEMNITY

10.1 The Registrar shall indemnify and hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that the Rights Issue Banks may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar including, without limitation, any fine or penalty imposed by SEBI, the ROC, Stock Exchange or any other regulatory authority or court of law.

10.2 The Company and the Registrar hereby agree to protect, defend, indemnify and hold harmless the Rights Issue Bank/s against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees as specifically stated in this Agreement, which may be imposed upon or incurred by Rights Issue Bank/s in connection with its acceptance of, or appointment as, Rights Issue Bank/ hereunder, or in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof. The Rights Issue Bank/ shall have no liability towards any of the said parties for any loss or damage that either of the parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof.

The Company agrees and undertakes to pay or reimburse to Rights Issue Bank/s immediately on demand without any dispute all costs, charges and expenses arising out of or in connection with this Rights Issue Account Agreement (including but not limited to opening up of the said Account/s and costs, charges and expenses) or incidental to the enforcement of any of the provisions of this Agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by Rights Issue Bank/s under this Agreement or with respect to amendment, waiver or consent relating to this Agreement. In no event shall the Rights Issue Bank/s be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Rights Issue Bank's reasonable control or for indirect, special or consequential damages.

The Parties acknowledge that the foregoing indemnities in favour of the Rights Issue Banks shall survive the resignation or replacement of the Rights Issue Bank/s or the termination of this Agreement.

10.3 Parties other than Rights Issue Bank/Banker to Issue jointly and /or severally shall reimburse and indemnify Rights Issue Bank/Banker to Issue, and its directors, employees and agents and their respective management, managers, directors, officers, shareholders, employees, representatives, agents, sub-syndicate members, successors, shareholders, advisors, permitted assigns, any branches, associates, advisors, controlling persons, their respective Affiliates, and any persons who controls or is under common control with, and hold them harmless from and against all delay, claims, actions, causes of action, suits, demands, damages, proceedings of whatever nature made, suffered or incurred, including without limitation any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions claims, suits, allegation, investigation, inquiry or proceedings (including reputational losses), liabilities, claims for fees, costs, charges and expenses (including interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs), loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India arising out of, or connection with the acceptance of, or the performance of, its duties and obligations under this agreement.

10.4 The Rights Issue Bank shall in no manner be liable or responsible for any disputes or claims amongst the Parties to this Agreement for any reason, even if the Rights Issue Bank is made a party thereto. Accordingly, the Parties to this Agreement expressly agree and undertake that, at all times, during the subsistence and after cessation of its obligations under this Agreement, the Rights Issue Bank shall NOT be liable or responsible or be a party to any litigation/arbitration or bear any costs of litigation unless such litigation is the outcome of its own negligence or failure to discharge its obligations as a Rights Issue Bank. In the event the Rights Issue Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Rights Issue Bank's Advocate/s), the same shall be reimbursed by the Issuer Company to the Rights Issue Bank immediately upon demand from the Rights Issue Bank without raising any dispute. The Rights Issue Bank shall have no liability towards either of the said Parties for any loss or damage that either of the Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof unless such loss or damage is attributable to wilful default or neglect of duties on the part of the Rights Issue Bank. In no event shall the Rights Issue Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Rights Issue Bank's reasonable control or for indirect, special or consequential damages.

10.5 It is expressly agreed by and between the parties hereto that the Issuer Company shall bear and pay upfront in equal proportion all the costs, charges and expenses including the fees of the Rights Issue Bank's Advocate/s that may be incurred by the Rights Issue Bank on account of any litigation arising out of or in connection with this Agreement unless such litigation is the direct outcome of wilful negligence or failure on part of the Rights Issue Bank to discharge its obligations and the Rights Issue Bank shall not be required or liable to bear or pay any such costs and expenses. In the event the Rights Issue Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Rights Issue Bank's Advocate/s), the same shall be reimbursed by the Issuer Company to the Rights Issue Bank immediately upon demand from the Rights Issue Bank without raising any dispute.

10.6 The Issuer Company further agree and undertake to pay or reimburse to the Rights Issue Bank immediately on demand without any dispute all costs, charges and expenses arising out of or

in connection with this Agreement or incidental to the enforcement of any of the provisions of this agreement or in connection with any stamp duty, statutory taxes, charges, duty, etc. or duty required to be paid by the Rights Issue Bank under this agreement or with respect to amendment, waiver or consent relating to this Agreement.

11. TERMS AND TERMINATION

11.1 Terms

11.1.1 Subject to the termination of this Agreement in accordance with Section 11.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Rights Issue Bank, in the following circumstances:

i In case of the completion of the Issue, when the reconciled amounts from the Rights Issue Account is transferred as per this agreement and the Registrar in co-ordination with the Rights Issue Banks shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the Manager in accordance with the applicable laws and the terms and conditions of this Agreement.

(i) In case of failure of the Issue, when the amounts is blocked in the investor account are unblocked on the basis of instruction received from the Company and the Registrar.

11.2 Termination

11.2.1 This Agreement may be terminated by the Company, in the event of gross negligence or wilful default on the part of the Rights Issue Banks. Such termination shall be operative only in the event that the Company appoint[s] [a] substitute Rights Issue bank(s) of equivalent standing, which Bankers to Issue shall agree to terms, conditions and obligations similar to the provisions hereof which shall be within days. The erstwhile Rights Issue Bank(s) shall continue to be liable for all actions or omissions prior to such termination and the duties and obligations contained herein till the appointment of [a] substitute Banker to Issue which shall be within days and the transfer of the Application Amounts or other monies lying to the credit of the Rights Issue Accounts to the credit of the substitute Rights Issue bank(s). Such termination shall be effected by prior written notice of not less than the given timelines, and shall come into effect only on the transfer of the amounts standing to the credit of the Rights Issue Accounts to the substituted Rights Issue bank(s). The erstwhile Rights Issue Bank/Banker to Issue shall be discharged from all liabilities under this agreement within a period not more than days as mentioned above from the date of such termination regardless of the appointment of a successor Rights Issue Bank/Banker to Issue. The substitute Rights Issue bank(s) shall enter into an agreement, substantially in the form of this Agreement, the Company and the Registrar. For the avoidance of doubt, under no circumstances shall the Company be entitled to the receipt of or benefit of the amounts lying in the Rights Issue Accounts except in accordance with provisions of Section 3.2.3 of this Agreement. The

Company may appoint a new Rights Issue bank or designate one of the existing Rights Issue bank(s) as a substitute for a retiring Rights Issue bank.

11.2.2 Any of the Rights Issue Bank, at any time shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement, without assigning any reason whatsoever. Such termination/resignation shall be effected by prior written notice to all the other Parties of not less than 14 (fourteen) days and shall come into effect upon the Company appointing [a] substitute Rights Issue bank(s) which shall be within days. The resigning Rights Issue bank(s) shall continue to be liable for any and all of its actions and omissions prior to such termination/resignation. However, in case the Company fails to appoint such substitute Rights Issue bank(s) as aforesaid, then upon expiry of the said notice period the resigning Rights Issue Bank(s) shall transfer the amount lying in the said Account/s to such account as may be designated by the Company and the resigning Rights Issue Bank(s) shall stand discharged/ released from all its obligations under this Agreement within a period not more than days as mentioned above from the date of such resignation. The Rights Issue Bank may terminate this Agreement/resign from their obligations under this Agreement at any time after the collection of any Application Amount, only by mutual agreement with the Company and subject to the receipt of necessary permissions from the SEBI and other applicable regulatory authorities. The resigning Rights Issue Bank(s) shall continue to be liable for any and all of their actions and omissions prior to such termination/resignation. The substitute Rights Issue Bank(s) shall enter into an agreement with the Company and the Registrar agreeing to be bound by the terms, conditions and obligations herein.

11.2.3 The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement. The Rights Issue Bank/Banker to Issue shall be discharged from all liabilities under this agreement within a period not more than days from the date of such termination regardless of the appointment of a successor Rights Issue Bank/Banker to Issue.

11.2.4 Notwithstanding anything contained in this Agreement, the Company may terminate this Agreement upon service of written notice to the other Parties if, after the execution and delivery of this Agreement and on or prior to the Allotment of the Equity Shares in the Offering:

(i) the Issue becoming illegal or being injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by SEBI or any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;

(ii) the Company decides to withdraw and/or cancel the Issue at any time after the Application Opening Date until the Designated Date

(iii) A banking moratorium shall have been declared by Indian authorities;

(iv) There shall have occurred any material adverse change in the financial markets in India or the international financial markets, any outbreak of war or hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates), in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the Company, impracticable or inadvisable to proceed with the Issue, offer, sale or delivery of the Issue Shares

(v) There shall have occurred any change, or any development involving a prospective change in the condition, financial or otherwise, or in the earnings, assets, business, management, operations or prospects of the Company, its Subsidiaries, its Associate Entity(ies) or its Affiliates, individually or taken together as a whole, whether or not arising in the ordinary course of business that, in the sole judgment of the Manager, is material and adverse and that makes it, in the sole judgment of the Manager, impracticable or inadvisable to proceed with the offer, sale or delivery of the Issue Shares

(vi) There shall have occurred any legal, regulatory or policy change, or any development involving a prospective regulatory or policy change (including, but not limited to, a change in the regulatory environment in which the Company, its Subsidiaries, its Associate Entity(ies) or its Affiliates operate or a change in the regulations and guidelines governing the terms of the Issue) or any order or directive from the SEBI, the Registrar of Companies, the Stock Exchanges, or any other Indian governmental, regulatory or judicial authority that, in the sole judgment of the Manager, is material and adverse and that makes it, in the sole judgment of the Manager, impracticable or inadvisable to proceed with the offer, sale or delivery of the Issue Shares

(vii) Any other event as may be agreed to in writing among the Parties.

The Rights Issue Bank/Banker to Issue shall be discharged from all liabilities under this agreement within a period not more than days from the date of such termination regardless of the appointment of a successor Rights Issue Bank/Banker to Issue.

12. No party shall be held liable or responsible for any failure or delay in performance of any or all of its duties under this agreement, directly or indirectly caused by any circumstances beyond its control, including, but not limited to, acts of god, lightening, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, extremely adverse weather conditions which are in excess of statistical measures of last 100 years, fire, explosion, chemical or radioactive contamination, ionising radiation, volcanic eruption, riots or civil disturbance, war (whether declared or undeclared), act of public enimity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action

of government/other authorities, court order, or industry-wide/ region-wide/ nation-wide strike, work-to-rule action, go slow or similar labour action general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking orders or restrictions, war or warlike conditions, epidemics, pandemics, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents, failure of communication or banking systems (collectively, "force majeure") provided that the Rights Issue Bank/Banker to the Issue, shall have acted diligently in limiting the effects of the force majeure event. Upon the occurrence of any event or condition of force majeure which affects the Rights Issue Bank/Banker to the Issue, and/ or the performance of the Rights Issue Bank/Banker to the Issue, shall immediately notify the other parties in writing of the nature of the event or condition, the effect of the event or condition on Rights Issue Bank/Banker to the Issue, performance as the case may be, and the estimated duration of the event or condition. The Rights Issue Bank/Banker to Issue, shall also immediately notify the other parties in writing upon cessation of or changes in the event or condition constituting force majeure. The parties shall take best efforts, within their power, to recommence performance of this agreement on the ceasing of such event.

13. CONFIDENTIALITY

The Parties shall keep confidential all information relating to this Agreement for a period of 1 (one) year from the end of the Application Period and shall not disclose such information to any third party except (i) with the prior approval of the other Parties or (ii) where such information is in public domain other than by reason of breach of this Section 12, or (iii) when required by law, regulation or legal process after informing the other Parties, wherever practicable, possible and permitted, and then only to the extent required by law, regulation or legal process or (iv) to their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement.

13. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (i) sent by tele facsimile or other similar facsimile transmission to such facsimile numbers as designated below or (ii) sent by registered mail or overnight courier, postage prepaid, to the address of the Party specified in the recitals to this Agreement or (iii) official E-Mail Id as mentioned below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 13 will (i) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically sent; and (ii) if sent by registered mail or overnight courier or (iii) if sent by E-Mail, be deemed given when sent.

In case of notice to the Company:

INTERACTIVE FINANCIAL SERVICES LIMITED
Address: 508, Fifth Floor, Priviera, Nehru Nagar,

Manekbag, Ahmedabad-380015, Gujarat, India.
Tel No.: +91 9898055647/ +91 7949088019
Fax No.: NA
Contact Person: Jaini Jain, Company Secretary and Compliance Officer
E-mail: info@ifinservices.in

In case of a notice to the Rights Issue Bank:

AXIS BANK LTD
Address: Ground & First Floor, Westport, Near Taj Hotel, Sindhu Bhavan Road, Shilaj, Ahmedabad, Gujarat, 380059
Contact Person - Bijal Sejpal
Contact Number - 9167674129
Email ID - SBRWESTPORT.Branchhead@axis.bank.in

In case of a notice to the Registrar:

BIGSHARE SERVICES PRIVATE LIMITED
Address: Office No S6-2, 6th floor Pinnacle Business Park,
Next to Ahura Centre, Mahakali Caves Road, Andheri (East),
Mumbai – 400093, Maharashtra
Tel: 022-62638200
Fax: 022-62638280
Contact Person: Mr. Suraj Gupta
E-mail: rightsissue@bigshareonline.com

14. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, will be governed by and construed in accordance with the laws of India and, the courts at Ahmedabad, Gujarat shall have non-exclusive jurisdiction in all matters arising out of this Agreement.

15. DISPUTE RESOLUTION

The Rights Issue Banks shall in no manner be liable or responsible for any disputes or claims amongst the parties to this Agreement for any reason, even if the Rights Issue Banks is made a party thereto. Accordingly, the parties to this Agreement expressly agree and undertake that, at all times, during the subsistence and after cessation of its obligations under this Agreement, the Rights Issue Banks shall NOT be liable or responsible or be a party to any litigation/arbitration or bear any costs of litigation. In the event the Rights Issue Banks without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of Rights Issue Bank's Advocate/s), the same shall be reimbursed by the Company to

Rights Issue Banks immediately upon demand from the Rights Issue Banks without raising any demur or protest.

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation or termination, or the legal relationships established by this Agreement ("**Dispute**"), the parties to the dispute ("**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within 30 days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by binding arbitration proceedings to be conducted by the sole Arbitrator appointed mutually by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**"). The venue and place of such Arbitration proceedings should be Ahmedabad, Gujarat.

16. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

17. ASSIGNMENT

This Agreement shall be binding on and endure to the benefit of the Parties and their respective successors. The Parties shall not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person, *provided however*, that any party may assign or transfer its rights under this Agreement to an Affiliate without the consent of the other Party, however any party shall intimate the same to the Rights Issue Banks by giving 7 days prior written notice. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a "**Permitted Assign**"

18. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

19. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

20. AMBIGUITY

If any of the instructions are not in the form set out in this Agreement, the Rights Issue bank shall bring it to the knowledge of the Company immediately and seek clarifications to the Parties' mutual satisfaction.

21. SPECIMEN SIGNATURES

The specimen signatures for the purpose of instructions to the Rights Issue Banks are as follows:

For the Company, as set out in Annexure F2	For the Registrar

In witness whereof, the Parties have caused these presents to be executed on the date mentioned above.

For and on behalf of INTERACTIVE FINANCIAL SERVICES LIMITED	For and on behalf of Bigshare Services Private Limited
For and on behalf of AXIS BANK LIMITED	

Witnessed by:

1.

2.

ANNEXURE A1

To:
AXIS BANK LTD ; and
[<<registrars to the issue>>

Copy to:
[•] LIMITED]

From:
[]

Dear Sirs,

Re: Rights Issue Account Agreement dated [•], 2026

Pursuant to Section 3.2.3.1 of the Rights Issue Account Agreement dated [.] we write to inform you that the Application/ Issue Opening Date for the Issue of [.] is [.]

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Rights Issue Account Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of
[]

ANNEXURE A2

FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE

To:

AXIS BANK LTD

From:

[]

Dear Sirs,

Re: Rights Issue Account of [.][.][.]and Rights Issue Account Agreement Dated [•]

Pursuant to Section 3.2.3.3 and Section 3.2.3.4 of the Rights Issue Account Agreement dated [•] we hereby instruct you to transfer on [•] , from Rights issue account bearing account number [•] to the following bank accounts amounts due from the company as Issue management fees, underwriting and selling commissions, Registrar fees, and other Rights Issue related expenses:

Beneficiary Name	Amount (in Rs.)	Beneficiary's Bank Name	Beneficiary Account No.	Beneficiary Bank Address	IFSC Code

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Rights Issue Account Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

for and on behalf of

[]

ANNEXURE A3

FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE

From:

[]

Dear Sirs,

Re: Rights Issue Account of [.][.][.]and Rights Issue Account Agreement Dated [.]

We hereby confirm that the company has received listing and trading approvals for the Rights Issue of [.]. We also confirm that all payments as specified in **Annexure A2** have been made and that we have "no objection" to the Bank(s) accepting instructions from the company for releasing of funds from the Rights Issue Account.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of

[]

ANNEXURE B2

FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE

From:

And

[•] LIMITED]

Dear Sirs,

Re: Rights Issue Account of [.][.][.]and Rights Issue Account Agreement dated [.]

Pursuant to Section 3.2.3.4 (vi) of the Rights Issue Account Agreement dated [.], we hereby instruct you to transfer on [⍰] from Rights issue bearing account number [⍰] to the company account as per below details:

Beneficiary Name	Amount (in Rs.)	Beneficiary's Bank Name	Beneficiary Account No.	Beneficiary Bank Address	IFSC Code

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Rights Issue Account Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

for and on behalf of
[]

for and on behalf of
[•] LIMITED]

ANNEXURE F1

AUTHORISED SIGNATORIES OF _____

Mr. _____ is authorized on behalf of [__] to execute Annexure A2 and Annexure A3.

Specimen signatures of the above are set forth below:

AMOL KSHIRSAGAR

ANNEXURE F2

AUTHORISED SIGNATORIES OF [[•] LIMITED] <<issuer company>>

Mr. [•] is authorized on behalf of **[[•] LIMITED]** to execute Annexure B2.

Specimen signatures of the above are set forth below:

[•]

ANNEXURE G

To:

AXIS BANK LTD

Rights Issue Bank

Registrar

Copy to:

[•] LIMITED

From:

Dear Sirs,

Re: Rights Issue Account Agreement dated [.]

We hereby intimate you that the Issue has failed due to the following reason :

[.]

Capitalized terms not defined herein have the same meaning as ascribed to them in the Rights Issue Account Agreement.

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

For and on behalf of

ANNEXURE I

Date:
AXIS BANK LTD

For Attention:

Ref: "[.]" bearing account number [.]

Sub: Account Closure Instruction

This is with reference to the Rights Issue account opened in name of [.] bearing account number [.] in term of Rights Issue Account Agreement dated [.] between [[•]], **[]**, **[[•] Limited]** and AXIS BANK LTD.

Since all the formalities related to the Rights Issue of [.] has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the abovementioned refund account and confirm

Thanking You

Yours faithfully,

for and on behalf of
[]

for and on behalf of
[[•] LIMITED] <<issuer company>>